

(B) IF THE LIBRARY AND A PUBLISHER CANNOT IN GOOD FAITH AGREE ON AN ELECTRONIC FORMAT THAT MAINTAINS THE STRUCTURAL INTEGRITY OF THE PRINTED INSTRUCTIONAL MATERIAL AS REQUIRED UNDER SUBSECTION (A) OF THIS SECTION, THE PUBLISHER SHALL PROVIDE THE INSTRUCTIONAL MATERIAL IN AN ELECTRONIC FORMAT THAT MAINTAINS AS MUCH OF THE STRUCTURAL INTEGRITY OF THE PRINTED INSTRUCTIONAL MATERIAL AS POSSIBLE.

(C) ~~THE~~ EXCEPT AS PROVIDED IN SUBSECTION (I) OF THIS SECTION, THE LIBRARY OR INSTITUTION SHALL SUBMIT TO A PUBLISHER A WRITTEN REQUEST FOR AN ELECTRONIC FORMAT OF INSTRUCTIONAL MATERIAL THAT INCLUDES:

(1) CERTIFICATION THAT THE INSTITUTION HAS PURCHASED THE PRINTED INSTRUCTIONAL MATERIAL FOR USE BY A STUDENT WITH A DISABILITY OR THAT A STUDENT WITH A DISABILITY ATTENDING OR REGISTERED TO ATTEND THE INSTITUTION HAS PURCHASED THE INSTRUCTIONAL MATERIAL;

(2) CERTIFICATION THAT THE STUDENT HAS A DISABILITY THAT PREVENTS THE STUDENT FROM USING STANDARD INSTRUCTIONAL MATERIALS;

(3) CERTIFICATION THAT THE ELECTRONIC FORMAT OF THE PRINTED INSTRUCTIONAL MATERIAL WILL BE USED BY A STUDENT IN CONNECTION WITH A COURSE IN WHICH THE STUDENT IS REGISTERED OR ENROLLED AT THE INSTITUTION; AND

(4) ~~IS SIGNED BY~~ THE SIGNATURE OF THE INDIVIDUAL DESIGNATED BY THE LIBRARY OR INSTITUTION TO REQUEST THE ELECTRONIC FORMAT OF THE INSTRUCTIONAL MATERIAL UNDER THIS SUBTITLE.

(D) ON RECEIPT OF A WRITTEN REQUEST UNDER SUBSECTION (C) OF THIS SECTION, THE PUBLISHER SHALL PROVIDE THE LIBRARY WITH THE ELECTRONIC FORMAT OF THE PRINTED INSTRUCTIONAL MATERIAL AT NO ADDITIONAL COST AND IN A TIMELY MANNER.

(E) ~~A~~ EXCEPT AS PROVIDED IN SUBSECTION (I) OF THIS SECTION, A PUBLISHER RECEIVING A WRITTEN REQUEST UNDER SUBSECTION (C) OF THIS SECTION MAY REQUIRE THE LIBRARY TO PROVIDE THE PUBLISHER WITH A COPY OF AN AGREEMENT THAT: